

EXHIBIT 5

COVENANT NOT TO SUE

This Covenant Not to Sue (“Covenant Not to Sue”) is made this ____ day of August, 2013, by Jeannette Fuller Hausler as Successor Personal Representative of the Estate of Robert Otis Fuller, Thomas Caskey as Personal Representative of the Estate of Lynita Fuller Caskey, The Estate of Robert Otis Fuller, Frederick Fuller, Frances Fuller, Grace Lutes, Jeannette Hausler and Irene Moss (collectively, the “Hausler Judgment Creditors”).

PREAMBLE

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Villoldo, et al. v. Castro Ruz, et al., Docket No. 11-cv-9394 (LTS) (the “Villoldo Action”);

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Vera, et al. v. Rep. of Cuba, et al., Docket No. 12-cv-1596 (AKH) (the “Vera Action”);

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Hausler v. JPMorgan Chase Bank, N.A., et al., Docket No. 09-cv-10289 (VM) (the “Hausler Action”) (collectively, with the Villoldo Action and the Vera Action, the “Actions”);

WHEREAS, Commerzbank AG (“COBA”) has blocked certain transactions pursuant to regulations promulgated by the United States Department of Treasury Office of Foreign Assets Control (“OFAC”) concerning the Republic of Cuba (the “Blocked Assets”);

WHEREAS, the Hausler Judgment Creditors have been provided notice and do not object to the submission, by the judgment creditors in the Vera Action, of the Stipulated Turnover Order concerning the Blocked Assets at COBA;

NOW, THEREFORE, pursuant to N.Y. Gen. Oblig. Law § 15-303, the Hausler Judgment Creditors agree as follows:

1.0 Covenant Not to Sue

The Hausler Judgment Creditors hereby Covenant Not to Sue COBA, its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, executors, heirs, representatives and shareholders with respect to all actions, causes of action, claims, suits, debts, damages judgments, and demands whatsoever, whether matured or unmatured, whether at law or in equity, and whether known or unknown, that the Hausler Judgment Creditors now have or may have had, on behalf of themselves or any other person or entity, at any time prior to and including the date of this Covenant Not to Sue or hereafter can, shall, or may have or claim to have arising out of or relating to the Blocked Assets or were or could have been asserted in the Actions.

2.0 Miscellaneous Terms and Conditions

2.1 No waiver of this Covenant Not to Sue or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

2.2 This Covenant Not to Sue shall be binding upon the Hausler Judgment Creditors and their heirs, executors, administrators, transferees, successors, assigns, representatives, agents, employees and attorneys.

2.3 If any part of any provision of this Covenant Not to Sue shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only,

without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the date above written.

JEANNETTE FULLER HAUSLER, as
Successor Personal Representative of the
Estate of Robert Otis Fuller

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

THOMAS CASKEY, as Personal
Representative of the Estate of Lynita Fuller
Caskey

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

FREDERICK FULLER

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

FRANCES FULLER

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

**LORETTA BEAM, as PERSONAL
REPRESENTATIVE of the ESTATE of
GRACE LUTES, deceased**

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

JEANNETTE HAUSLER

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

IRENE MOSS

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

COVENANT NOT TO SUE

This Covenant Not to Sue (“Covenant Not to Sue”) is made this ____ day of August, 2013, by Alfredo Villoldo, individually, and Gustavo E. Villoldo, individually, and as Administrator, Executor, and Personal Representative of the Estate of Gustavo Villoldo Argilagos (collectively, the “Villoldo Judgment Creditors”).

PREAMBLE

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Villoldo, et al. v. Castro Ruz, et al., Docket No. 11-cv-9394 (LTS) (the “Villoldo Action”);

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Vera, et al. v. Rep. of Cuba, et al., Docket No. 12-cv-1596 (AKH) (the “Vera Action”);

WHEREAS, there is pending in the United States District Court for the Southern District of New York a civil action captioned Hausler v. JPMorgan Chase Bank, N.A., et al., Docket No. 09-cv-10289 (VM) (the “Hausler Action”) (collectively, with the Villoldo Action and the Vera Action, the “Actions”);

WHEREAS, Commerzbank AG (“COBA”) has blocked certain transactions pursuant to regulations promulgated by the United States Department of Treasury Office of Foreign Assets Control (“OFAC”) concerning the Republic of Cuba (the “Blocked Assets”);

WHEREAS, the Villoldo Judgment Creditors have been provided notice and do not object to the submission, by the judgment creditors in the Vera Action, of the Stipulated Turnover Order concerning the Blocked Assets at COBA;

NOW, THEREFORE, pursuant to N.Y. Gen. Oblig. Law § 15-303, the Villoldo Judgment Creditors voluntarily and gratuitously agree as follows:

1.0 Covenant Not to Sue

The Villoldo Judgment Creditors hereby Covenant Not to Sue COBA, its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, executors, heirs, representatives and shareholders with respect to all actions, causes of action, claims, suits, debts, damages judgments, and demands whatsoever, whether matured or unmatured, whether at law or in equity, and whether known or unknown, that the Villoldo Judgment Creditors now have or may have had, on behalf of themselves or any other person or entity, at any time prior to and including the date of this Covenant Not to Sue or hereafter can, shall, or may have or claim to have arising out of or relating to the Blocked Assets or were or could have been asserted in the Actions.

2.0 Miscellaneous Terms and Conditions

2.1 No waiver of this Covenant Not to Sue or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

2.2 This Covenant Not to Sue shall be binding upon the Villoldo Judgment Creditors and their heirs, executors, administrators, transferees, successors, assigns, representatives, agents, employees and attorneys.

2.3 If any part of any provision of this Covenant Not to Sue shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only,

without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the date above written.

ALFREDO VILLOLDO

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public

GUSTAVO E. VILLOLDO, individually, and
as Administrator, Executor, and Personal
Representative of the Estate of Gustavo
Villoldo Argilagos

By: _____

Dated:

Sworn and subscribed to
on this _____ of _____, 2013

Notary Public